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Massie v. Hall, et al.,

EXHIBIT D

to the Complaint

Second Amendment to
the
Employment Agreement with City Attorney

This Second Amendment ("Amendment") to the Employment Agreement with City Attorney dated January 3, 2017 ("Employment Agreement"), is made and entered into this _____ day of August, 2024, by and between the City of Surprise, Arizona, a municipal corporation ("City") and Robert Wingo ("Attorney"), both of who understand and agree as follows:

WHEREAS, Attorney has faithfully and competently performed the duties of City Attorney since October 2015, meeting all expectations of city council;

WHEREAS, since that time, Attorney has successfully assisted with and resolved various complex, substantial, and significant legal matters for the City;

WHEREAS, Attorney's base salary will be increased to compensate for Attorney's exceptional performance;

WHEREAS, per Attorney's request, Attorney will forfeit 140 hours of Paid time off (PTO) from Attorney's regular PTO bank thereby partially offsetting the cost to the City for the increase in Attorney's base salary for approximately 1.5 years; and

WHEREAS, City and Attorney intend to ratify and confirm the remainder of the Employment Agreement other than base salary and PTO reduction as set forth herein.

NOW THEREFORE, in consideration of the promises, conditions and covenants contained herein, the City and Attorney agree that the Employment Agreement, as amended by the First Amendment entered into on September 7, 2021, shall be amended as follows :

1. Attorney's current base salary shall be increased by 4.4 percent effective September 2, 2024.
2. Attorney's regular PTO bank shall be reduced by 140 hours at the time Attorney's base salary is increased. This reduction shall have no effect on Attorney's PTO accrual rate or maximum accrual of 560 regular PTO hours.

Except as expressly provided for in this Amendment, all provisions, terms, paragraphs, subsections, and conditions of the Employment Agreement, dated January 3, 2017, as amended by the First Amendment entered into on September 7, 2021, are hereby ratified, shall remain unmodified, and in full force and effect. Furthermore, except as expressly provided in this Amendment, all benefits to Attorney under the Employment Agreement or City policies and procedures, whether previously accrued or accruing, shall not be reduced or diminished by this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of this _____ day of August 2021.

City of Surprise

Attorney

Mayor Skip Hall

Robert Wingo

Approved as to Form:

William J. Sims

Special Counsel for City of Surprise